



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2901X 4
EFFECTIVE BEGIN DATE: 03-01-2005
EXPIRATION DATE: 02-29-2008
PAGE: 1 of 8

BUYER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
515-281-6288

FOB FOB Dest, Freight Prepaid

PAYMENT TERMS (%): DAYS:

VENDOR:

C J Cooper & Associates
3279 7th Ave Ste 100

Marion, IA 52302
USA

VENDOR CONTACT:

Pam Olmstead

PHONE: 319-377-5373

EXT:

EMAIL:

VENDOR #: 42135978400

DESCRIPTION OF ITEMS CONTRACTED

LABORATORY BASED DRUGS OF ABUSE TESTING PRODUCTS/SERVICES

Contract to provide products and services as per Invitation to Bid #BD00500S001 on file with the Iowa Department of Administrative Services, General Services Enterprise-Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105.

Effective approximately July 1, 2006, C.J.Cooper will change their sub-contractor for laboratory testing from Express Analytical Lab, Marion, Iowa, to Kroll Laboratories in Louisiana. Current testing quality and chain-of-evidence shall be maintained. Questions concerning this change can be referred to Pam Olmstead, State of Iowa Account Manager at phone 319-377-5373.

RENEWAL PERIODS

FROM 03-01-2008 TO 02-28-2009

FROM 03-01-2009 TO 02-28-2010

FROM 03-01-2010 TO 02-28-2011

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	EA	9485584 TESTS, CLINICAL LABORATORY, DRUG SCREENING EMIT - Cost for 2 Drug Panel - \$6.00 ea - **Minimum of 5 specimens per shipment. The above-mentioned pricing is for immunoassay screen with THC levels included on all positive screens. This is for Non-DOT testing only.	\$6.000000 \$0.000000
2	0.00000	EA	9485584 TESTS, CLINICAL LABORATORY, DRUG SCREENING EMIT - Cost for 3 Drug Panel - \$6.00 ea - **Minimum of 5 specimens per shipment. The above-mentioned pricing is for immunoassay screen with THC levels included on all positive screens. This is for Non-DOT testing only.	\$6.000000 \$0.000000
3	0.00000	EA	9485584 TESTS, CLINICAL LABORATORY, DRUG SCREENING EMIT - Cost for 6 Drug Panel - \$6.00 ea - **Minimum of 5 specimens per shipment. The above-mentioned pricing is for immunoassay screen with THC levels included on all positive screens. This is for Non-DOT testing only.	\$6.000000 \$0.000000
4	0.00000	EA	9485584 TESTS, CLINICAL LABORATORY, DRUG SCREENING EMIT - Cost for 8 Drug Panel - \$6.00 ea - Minimum of 5 specimens per shipment. The above-mentioned pricing is for immunoassay screen with THC levels included on all positive screens. This is for Non-DOT testing only.	\$6.000000 \$0.000000
5	0.00000	EA	9485584 TESTS, CLINICAL LABORATORY, DRUG SCREENING EMIT - Cost for 10 Drug Panel - \$6.00 ea - **Minimum of 5 specimens per shipment. The above-mentioned pricing is for immunoassay screen with THC levels included on all positive screens. This is for Non-DOT testing only.	\$6.000000 \$0.000000
6	0.00000	EA	9485584 TESTS, CLINICAL LABORATORY, DRUG SCREENING EMIT - Cost for 2 Drug Panel - GC/MS confirmation available upon request for an additional \$12.00 each for lab based screens.	\$12.000000 \$0.000000
7	0.00000	EA	9485584 TESTS, CLINICAL LABORATORY, DRUG SCREENING EMIT - Cost for 3 Drug Panel - GC/MS confirmation available upon request for an additional \$12.00 each for lab based screens.	\$12.000000 \$0.000000
8	0.00000	EA	9485584 TESTS, CLINICAL LABORATORY, DRUG SCREENING EMIT - Cost for 6 Drug Panel - GC/MS confirmation available upon request for an additional \$12.00 each for lab based screens.	\$12.000000 \$0.000000
9	0.00000	EA	9485584 TESTS, CLINICAL LABORATORY, DRUG SCREENING EMIT - Cost for 8 Drug Panel - GC/MS confirmation available upon request for an additional \$12.00 each for lab based screens.	\$12.000000 \$0.000000
10	0.00000	EA	9485584 TESTS, CLINICAL LABORATORY, DRUG SCREENING EMIT - Cost for 10 Drug Panel - GC/MS confirmation available upon request for an additional \$12.00 each for lab based screens.	\$12.000000 \$0.000000
11	0.00000	EA	9485584 TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 5 Panel - FDA Approved Drug Test - Fully integrated self-contained test (cup with testing strip attached to container). Minimum 100 per order w/shipping and handling included. Includes: THC, COC, AMP, PCP and OPI.	\$5.000000 \$0.000000



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12	0.00000	EA	9485584	\$5.000000 \$0.000000
			TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 5 Panel - FDA Approved Drug Test - fully integrated self-contained test (cup with testing strip attached to container). Minimum 100 per order with shipping and handling included. Includes: THC, COC, AMP, METH and OPI.	
13	0.00000	EA	9485584	\$5.500000 \$0.000000
			TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 6 Panel - FDA Approved Drug Test - Fully integrated self-contained test (cup with testing strip attached to container). Minimum of 100 per order with shipping and handling included. Includes: THC, COC, AMP, PCP, OPI and MET.	
14	0.00000	EA	9485584	\$5.500000 \$0.000000
			TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 6 Panel - FDA Approved Drug Test - Fully integrated self-contained test (cup with testing strip attached to container). Minimum 100 per order with shipping and handling included. Includes: THC, COC, AMP, OPI, MET and OXY.	
15	0.00000	EA	9485584	\$6.450000 \$0.000000
			TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 8 Panel - FDA Approved Drug Test - Fully integrated self-contained test (cup with testing strip attached to container). Minimum 100 per order with shipping and handling included. Includes: THC, COC, MOR, MET, AMP, PCP, BAR, BZO.	
16	0.00000	EA	9485584	\$7.000000 \$0.000000
			TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 9 Panel - FDA Approved Drug Test - Fully integrated self-contained test (cup with testing strip attached to container). Minimum 100 per order with shipping and handling included. Includes: THC, COC, MOR, MET, AMP, PCP, BAR, BZO, MTD.	
17	0.00000	EA	9485584	\$7.000000 \$0.000000
			TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 9 Panel - FDA Approved Drug Test - Fully integrated self-contained test (cup with testing strip attached to container). Minimum 100 per order with shipping and handling included. Includes: THC, COC, MOR, MET, AMP, PCP, BAR, BZO, TCA.	
18	0.00000	EA	9485584	\$15.000000 \$0.000000
			TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 4 Panel - GC/MS confirmation available upon request for an additional \$15.00 each for on-site test products, Includes shipping supplies, overnight transportation and web based reporting.	
19	0.00000	EA	9485584	\$15.000000 \$0.000000
			TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 5 Panel - GC/MS Confirmation available upon request for an additional \$15.00 each for on-site test products, Includes shipping supplies, overnight transportation and web based reporting.	
20	0.00000	EA	9485584	\$15.000000 \$0.000000
			TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 6 Panel - GC/MS confirmation available upon request for an additional \$15.00 each for on-site test products, Includes shipping supplies, overnight transportation and web based reporting.	
22	0.00000	EA	9485584	\$15.000000 \$0.000000
			TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 8 Panel - GC/MS confirmation available upon request for an additional \$15.00 each for on-site	



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23	0.00000	EA	test products, Includes shipping supplies, overnight transportation and web based reporting. 9485584	\$15.000000 \$0.000000
25	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 9 Panel - GC/MS confirmation available upon request for an additional \$15.00 each for on-site test products, Includes shipping supplies, overnight transportation and web based reporting. 9485584	\$0.900000 \$0.000000
26	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Drug Check-Dip Method 1, cassette including cup, (minimum 250 per order) 9485584	\$1.500000 \$0.000000
27	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Drug Check - Dip Test Method 2, cassette including cup, (minimum 250 per order). 9485584	\$1.780000 \$0.000000
28	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Drug Check - Dip Method 3, cassette including cup, (minimum 250 per order). 9485584	\$2.230000 \$0.000000
29	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Drug Check - Dip Method Test 4, cassette including cup, (minimum 250 per order). 9485584	\$3.300000 \$0.000000
30	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Drug Check - Dip Test Method 5, cassette including cup, (minimum 250 per order). 9485584	\$3.850000 \$0.000000
31	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Drug Check - Dip Test Method 6, cassette including cup (minimum 250 per order). 9485584	\$15.000000 \$0.000000
32	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Drug Check - Dip Test Method 1 - GC/MS confirmation available upon request for an additional \$15.00 each for on-site test products, Includes shipping supplies, overnight transportation and web based reporting. 9485584	\$15.000000 \$0.000000
33	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Drug Check - Dip Test Method 2 - GC/MS confirmation available upon request for an additional \$15.00 each for on-site test products, Includes shipping supplies, overnight transportation and web based reporting. 9485584	\$15.000000 \$0.000000
34	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Drug Check - Dip Test Method 3 - GC/MS confirmation available upon request for an additional \$15.00 each for on-site test products, Includes shipping supplies, overnight transportation and web based reporting. 9485584	\$15.000000 \$0.000000
35	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Drug Check - Dip Test Method 4 - GC/MS confirmation available upon request for an additional \$15.00 each for on-site test products, Includes shipping supplies, overnight transportation and web based reporting. 9485584	\$15.000000 \$0.000000
			TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Drug Check - Dip Test Method 5 - GC/MS	



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36	0.00000	EA	confirmation available upon request for an additional \$15.00 each for on-site test products, Includes shipping supplies, overnight transportation and web based reporting. 9485584	\$15.000000 \$0.000000
37	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Drug Check - Dip Test Method 6 - GC/MS confirmation available upon request for an additional \$15.00 each for on-site test products, Includes shipping supplies, overnight transportation and web based reporting. 9485584	\$2.750000 \$0.000000
38	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING OTHER - Mouth Swab Test, \$2.75 each ALCO Screen 02 Saliva (DOT approved). Minimum Quantity per order 24. 9485584	\$5.250000 \$0.000000
39	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING OTHER - Tube with Crystals - \$5.25 each QED A150 Saliva Alcohol (DOT approved). Minimum Quantity per Order 10. 9485584	\$8.000000 \$0.000000
40	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING EMIT - Surcharge for Less than Minimum of 5 specimens per shipment \$8.00. 9485584	\$4.900000 \$0.000000
41	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 4 Panel - Test Cup Fully Integrated - Includes: AMP, COC, OPI, THC 9485584	\$4.900000 \$0.000000
42	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING ON SITE TESTING - Cost for 4 Panel - Test Cup Fully Integrated - Includes: METH, COC, OPI, THC 9485584	\$50.000000 \$0.000000
43	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING DOT and Non-DOT DRUG and ALCOHOL TESTING SERVICES - DOT Audit Ready Program, Includes the following services: 1) Collection kits, lab analysis and domestic express overnight transportation 2) Medical Review Officer (MRO) review of all drug test results 3) Computer generated random selections/consortium management 4) Secure web-based results reporting via DP Live (an interactive consortium management program) 5) Specimen collection services provided by certified collectors at locations to be determined. 9485584	\$55.000000 \$0.000000
44	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING DOT and Non-DOT Drug and ALCOHOL TESTING SERVICES - DOT Physical Exam Services (according to DOT guidelines) 9485584	\$35.000000 \$0.000000
45	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING DOT and Non-DOT DRUG and ALCOHOL TESTING SERVICES - EBT Services (Breath Alcohol Testing) (includes confirmation test) 9485584	\$0.000000 \$0.000000
46	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING DOT and Non-DOT DRUG and ALCOHOL TESTING SERVICES - Consultation and recommendations made to/with Medical providers Included. 9485584	\$0.000000 \$0.000000
47	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING DOT and Non-DOT DRUG and ALCOHOL TESTING SERVICES - Statistical Reports (as often as you request) Included. 9485584	\$0.000000 \$0.000000
			TESTS, CLINICAL LABORATORY, DRUG SCREENING DOT and Non-DOT DRUG and ALCOHOL TESTING SERVICES - Blind Sample	



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48	0.00000	HOUR	Administration, Included. 9485584	\$100.000000 \$0.000000
49	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING DOT and Non-DOT DRUG and ALCOHOL TESTING SERVICES - Regulatory Consultation 9485584	\$50.000000 \$0.000000
50	0.00000	HOUR	TESTS, CLINICAL LABORATORY, DRUG SCREENING DOT and Non-DOT DRUG and ALCOHOL TESTING SERVICES - Emergency/Post Accident Services (24/7) - \$50.00 + COST. 9485584	\$150.000000 \$0.000000
51	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING DOT and Non-DRUG and ALCOHOL TESTING SERVICES - Expert Witness Testimony 9485584	\$100.000000 \$0.000000
52	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING DOT and Non-DOT DRUG and ALCOHOL TESTING SERVICES - Litigation Package. 9485584	\$100.000000 \$0.000000
53	0.00000	EA	TESTS, CLINICAL LABORATORY, DRUG SCREENING DOT and Non-DOT DRUG and ALCOHOL TESTING SERVICES - DOT Split Test (when split is requested). 95207	\$6.000000 \$0.000000
54	0.00000	EA	Alcohol and Drug Testing Services EMIT = Cost for 5 Drug Panel - \$6.00 each - **Minimum of 5 specimens per shipment. The above-mentioned pricing is for immunoassay screen with THC levels included on all positive screens. This is for Non-DOT testing only. 95207	\$12.000000 \$0.000000
			Alcohol and Drug Testing Services EMIT - Cost for 5 Drug Panel - GC/MS confirmation available upon request for an additional \$12.00 each for lab based screens.	



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.